

STATE OF INDIANA)
)
COUNTY OF MARION)

SS:

IN THE MARION SUPERIOR COURT
CAUSE NO. 49D07-0209-PL-001530

STATE OF INDIANA,)

Plaintiff,)

vs.)

ECCP.TV, LLC,)

CHARLES BLANKENSHIP,)
individually, and as an owner)
of ECCP.TV, LLC,)

and)

BRITTANY BLANKENSHIP,)
individually, and as an owner)
of ECCP.TV, LLC,)

Defendants.)

DEC 23 2002

CLERK OF COURT
MARION SUPERIOR COURT

DEFAULT JUDGMENT

The plaintiff, State of Indiana, has filed its Motion for Default Judgment. The Court has read the same and, being duly advised in the premises, now finds the following:

1. The Court has subject matter jurisdiction and personal jurisdiction over the defendant Brittany Blankenship.
2. The defendant, Brittany Blankenship, was served with notice of this lawsuit and a copy of the Complaint for Injunction, Restitution, Costs, and Civil Penalties more than twenty-three days ago.
3. The defendant has failed to appear, plead, or otherwise properly respond to the complaint.
4. The defendant is not an infant, incompetent, or in military service.

DEC 24 2002

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the plaintiff, State of Indiana, and against the defendant Brittany Blankenship.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:

5. The defendant, in any transaction with Indiana consumers, is permanently enjoined from:
 - a. misrepresenting that the subject of the consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have;
 - b. misrepresenting that the consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations;
 - c. soliciting a person to enter into a contract or agreement in which the price is unduly excessive and in which there is unequal bargaining power leading the person to enter into the contract or agreement unwillingly or without knowledge of its terms;
 - d. violating any provision of the Indiana Deceptive Consumer Sales Act, Ind. Code §§ 24-5-0.5-1 through -12;
 - e. failing to obtain a signed, written contract from consumers before submitting a charge to the consumers' credit card accounts in any transaction during or resulting from a telephone sales call, unless such transaction falls within an applicable exemption to Ind. Code § 24-4.7-5-2; and
 - f. violating any provision of the Indiana Telephone Solicitation of Consumers Act, Ind. Code §§ 24-4.7-1-1 through 24-4.7-5-6.
6. The defendant shall pay consumer restitution to the Office of the Indiana Attorney General in the total amount of Nine Thousand Five Hundred Seventy-Seven Dollars

(\$9,577.00), to be held in escrow for disbursement to the following consumers who were charged by the defendant for the defendant's information package, or a similar product, in the following amounts:

- a. Virginia Young – \$399.00;
- b. Larry Eicher – \$399.00;
- c. James Pearson – \$399.00;
- d. Margaret Carson – \$399.00;
- e. Wayne Colpetzer – \$399.00;
- f. Diana Jones – \$399.00;
- g. Lawrence Allen – \$200.00;
- h. Glenda Harding – \$399.00;
- i. Ann Schuck – \$399.00;
- j. John Barker – \$399.00;
- k. Bonnie Gnau – \$399.00;
- l. Paul Creager – \$399.00;
- m. Judy Kowalski – \$200.00;
- n. JoAnna Carter – \$399.00;
- o. Joseph Swiezy – \$399.00;
- p. Michael Nordyke – \$399.00;
- q. Donald Pellow – \$399.00;
- r. Raymond Santi – \$399.00;
- s. DeMaris Simpson – \$399.00;
- t. Mary Deluceny – \$399.00;

- u. Robert Zufall – \$399.00;
- v. Kathryn Dowell – \$399.00;
- w. Dale Ellis – \$399.00;
- x. Jack Mann – \$399.00; and
- y. John Condiff – \$399.00.

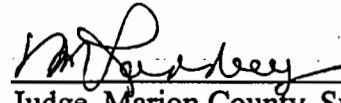
7. The defendant shall pay to the Office of the Indiana Attorney General civil penalties in the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) for the defendant's knowing violations of the Indiana Deceptive Consumer Sales Act, pursuant to Ind. Code § 24-5-0.5-4(c).

8. The defendant shall pay to the Office of the Indiana Attorney General civil penalties in the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) for the defendant's incurable deceptive acts, pursuant to Ind. Code § 24-5-0.5-8.

9. The defendant shall pay to the Office of the Indiana Attorney General civil penalties in the amount of Six Hundred Ten Thousand Dollars (\$610,000.00) for the defendant's violations of the Indiana Telephone Solicitation of Consumers Act, pursuant to Ind. Code § 24-4.7-5-2.

10. The defendant shall pay costs and attorney's fees, in the amount of One Thousand Four Hundred Dollars (\$1,400.00), to the Office of the Indiana Attorney General for its investigation and prosecution of this matter, pursuant to Ind. Code §§ 24-5-0.5-4(c) and 24-4.7-5-2.

ALL ORDERED, ADJUDGED AND DECREED on this 23rd day of December,
2002.



Judge, Marion County Superior Court 7

TO

DISTRIBUTION TO:

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